

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRAVELPRO PRODUCTS, INC.		10/15/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	88735293	MAXACCESS CUBES
Serial Number:	88339516	PRECISIONGLIDE
Serial Number:	88322544	TRAVELPRO ESSENTIALS
Serial Number:	88201652	GET THE UPGRADE
Serial Number:	88197171	VERSAPACK
Serial Number:	88197234	EXPERT
Serial Number:	87956527	TRAVELPRO ID THEFTBLOCK
Serial Number:	87956574	TRAVELPRO QUICKSLIP
Serial Number:	87668162	FLIGHTCREW
Serial Number:	87631909	
Serial Number:	87632002	TRAVELPRO
Serial Number:	86984221	BLUESMART

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

TRADEMARK

Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER: ALANA HERNANDEZ

SIGNATURE: /ALANA HERNANDEZ/

DATE SIGNED: 10/15/2020

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the undersigned (the “**Grantor**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor is a party to a First Lien Security Agreement, dated as of May 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and

profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

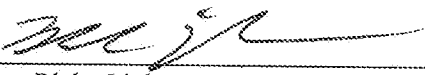
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRAVELPRO PRODUCTS, INC., a Delaware corporation

By: 
Name: Blake Lipham
Title: Chief Executive Officer, President and Chief Financial Officer

ANTARES CAPITAL LP, as Administrative Agent

Heidi Rinehart

By: _____

Name: Heidi Rinehart

Its: Duly Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
MAXACCESS CUBES	88735293	12/20/19	N/A	N/A	Travelpro Products, Inc.
PRECISIONGLIDE	88339516	3/14/19	5851591	9/3/2019	Travelpro Products, Inc.
TRAVELPRO ESSENTIALS	88322544	3/1/19	5992480	2/18/2020	Travelpro Products, Inc.
GET THE UPGRADE	88201652	11/20/18	5786825	6/25/2019	Travelpro Products, Inc.
VERSAPACK	88197171	11/16/18	5916485	11/19/2019	Travelpro Products, Inc.
EXPERT	88197234	11/16/18	5939694	12/17/2019	Travelpro Products, Inc.
TRAVELPRO ID THEFTBLOCK	87956527	6/11/18	5741565	4/30/2019	Travelpro Products, Inc.
TRAVELPRO QUICKSLIP	87956574	6/11/18	5699354	3/12/2019	Travelpro Products, Inc.
FLIGHTCREW	87668162	11/1/17	N/A	N/A	Travelpro Products, Inc.
<i>Design Only</i>	87631909	10/3/17	5474512	5/22/2018	Travelpro Products, Inc.
TRAVELPRO	87632002	10/3/17	5474516	5/22/2018	Travelpro Products, Inc.
BLUESMART	86984221	10/14/15	5672078	2/12/2019	Travelpro Products, Inc.